

BEFORE THE  
STRUCTURAL PEST CONTROL BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

**CASEY W. JACOBSON**  
4136 Avalon Court  
Fremont, CA 94536

Field Representative License No. FR 43899,  
Branch 2  
Applicator License No. RA 52539, Branch 3

Respondent.

Case No. 2013-30

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the  
Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

The Decision shall become effective on October 11, 2013.

IT IS SO ORDERED September 11, 2013.

  
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FOR THE STRUCTURAL PEST CONTROL BOARD  
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS  
Attorney General of California  
2 DIANN SOKOLOFF  
Supervising Deputy Attorney General  
3 CAROL ROMEO  
Deputy Attorney General  
4 State Bar No. 124910  
1515 Clay Street, 20th Floor  
5 P.O. Box 70550  
Oakland, CA 94612-0550  
6 Telephone: (510) 622-2141  
Facsimile: (510) 622-2270  
7 *Attorneys for Complainant*

8 **BEFORE THE**  
9 **STRUCTURAL PEST CONTROL BOARD**  
10 **DEPARTMENT OF PESTICIDE REGULATION**  
**STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 2013-30

12 **CASEY W. JACOBSON**  
13 **4136 Avalon Court**  
**Fremont, CA 94536**

**STIPULATED SETTLEMENT AND**  
**DISCIPLINARY ORDER**

14 **Field Representative License No. FR 43889,**  
15 **Branch 2**  
**Applicator License No. RA 52539, Branch 3**

16 Respondent.  
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18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above  
19 -entitled proceedings that the following matters are true:

20 **PARTIES**

21 1. Susan Saylor (Complainant) is the Interim Registrar/Executive Officer of the  
22 Structural Pest Control Board. She brought this action solely in her official capacity and is  
23 represented in this matter by Kamala D. Harris, Attorney General of the State of California, by  
24 Carol Romeo, Deputy Attorney General.

25 2. Respondent Casey W. Jacobson (Respondent) is representing himself in this  
26 proceeding and has chosen not to exercise his right to be represented by counsel.

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3. On or about December 22, 2008, the Structural Pest Control Board issued Field Representative's License No. FR 43899, Branch 2 to Casey W. Jacobson (Respondent). The Field Representative License was in full force and effect at all times relevant to the charges brought in Accusation No. 2013-30 and will expire on June 30, 2014, unless renewed.

4. On or about September 26, 2011, the Structural Pest Control Board issued Applicator License No. RA 52539, Branch 3 to Casey W. Jacobson (Respondent).

## JURISDICTION

5. Accusation No. 2013-30 was filed before the Structural Pest Control Board (Board), Department of Pesticide Regulation, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on January 25, 2013. Respondent timely filed his Notice of Defense contesting the Accusation.

6. A copy of Accusation No. 2013-30 is attached as exhibit A and incorporated by reference as if fully set forth.

## ADVISEMENT AND WAIVERS

7. Respondent has carefully read, and understands the charges and allegations in Accusation No. 2013-30. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

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1 CULPABILITY

2 10. Respondent admits the truth of each and every charge and allegation in Accusation  
3 No. 2013-30.

4 11. Respondent agrees that his Field Representative License and Applicator License are  
5 subject to discipline and he agrees to be bound by the Board's probationary terms as set forth in  
6 the Disciplinary Order below.

7 CONTINGENCY

8 12. This stipulation shall be subject to approval by the Structural Pest Control Board.  
9 Respondent understands and agrees that counsel for Complainant and the staff of the Structural  
10 Pest Control Board may communicate directly with the Board regarding this stipulation and  
11 settlement, without notice to or participation by Respondent. By signing the stipulation,  
12 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the  
13 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this  
14 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of  
15 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between  
16 the parties, and the Board shall not be disqualified from further action by having considered this  
17 matter.

18 13. The parties understand and agree that facsimile copies of this Stipulated Settlement  
19 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and  
20 effect as the originals.

21 14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
22 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
23 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,  
24 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary  
25 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
26 writing executed by an authorized representative of each of the parties.

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15. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

## DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Field Representative License No. FR 43899, and Applicator License No. RA 52539, issued to Respondent Casey W. Jacobson (Respondent) are revoked. However, the revocation is stayed and Respondent is placed on probation for three (3) years on the following terms and conditions.

1. **Obey All Laws.** Respondent shall obey all federal, state and local laws and all laws and rules relating to the practice of structural pest control.

2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during the period of probation.

3. **Tolling of Probation.** Should Respondent leave California to reside outside this state, Respondent must notify the Board in writing of the dates of departure and return. Periods of residency or practice outside the state shall not apply to reduction of the probationary period.

4. **Notice to Employers.** Respondent shall notify all present and prospective employers of the decision in Case No. 2013-30 and the terms, conditions and restriction imposed on Respondent by said decision.

Within 30 days of the effective date of this decision, and within 15 days of Respondent undertaking new employment, Respondent shall cause his employer to report to the Board in writing acknowledging the employer has read the decision in Case No. 2013-30.

5. **Notice to Employees.** Respondent shall, upon or before the effective date of this decision, post or circulate a notice to all employees involved in structural pest control operations which accurately recite the terms and conditions of probation. Respondent shall be responsible for said notice being immediately available to said employees. "Employees" as used in this provision includes all full-time, part-time, temporary and relief employees and independent contractors employed or hired at any time during probation.

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1           6.     **Completion of Probation.** Upon successful completion of probation, Respondent's  
2 licenses will be fully restored.

3           7.     **Violation of Probation.** Should Respondent violate probation in any respect, the  
4 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and  
5 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against  
6 Respondent during probation, the Board shall have continuing jurisdiction until the matter is final,  
7 and the period of probation shall be extended until the matter is final.

8           8.     **Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying**  
9 **Manager.** Respondent is prohibited from serving as an officer, director, associate, partner,  
10 qualifying manager or branch office manager of any registered company during the period that  
11 discipline is imposed on Field Representative License No. FR 43899, Branch 2 and Applicator  
12 License No. RA 52539, Branch 3.

13          9.     **Continuing Education Courses.** Respondent Casey W. Jacobson shall complete the  
14 missing continuing education (CE) courses within 60 days of the effective date of the Decision,  
15 which are 8 hours rules and regulations, 2 hours technical in Branch 2, 1 hour integrated pest  
16 management (IPM), and 2 hours general. These hours cannot be used towards renewal of  
17 Respondent's field representative or applicator license in 2014. If the missing CE hours are not  
18 completed within the 60 days, Respondent's licenses will be suspended until the courses are  
19 completed.

20          10.    **Reimbursement of Costs.** Respondent shall reimburse the Board for its costs of  
21 \$748.75, incurred while investigating and/or prosecuting the case. Respondent shall be permitted  
22 to pay these costs in a payment plan approved by the Board, with payments to be completed no  
23 later than three months prior to the end of the probation term. Probation shall not be terminated  
24 until all costs are paid in full.

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1 ACCEPTANCE

2 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the  
3 stipulation and the effect it will have on my Field Representative License, and Applicator  
4 License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly,  
5 and intelligently, and agree to be bound by the Decision and Order of the Structural Pest Control  
6 Board.

7  
8 DATED: 4/8/13

  
9 CASEY W. JACOBSON  
Respondent

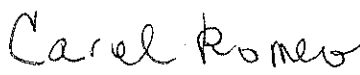
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11 ENDORSEMENT

12 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
13 submitted for consideration by the Structural Pest Control Board of the Department of Pesticide  
14 Regulation.

15 Dated: 5/31/13

Respectfully submitted,

16  
17 KAMALA D. HARRIS  
Attorney General of California  
18 DIANN SOKOLOFF  
Supervising Deputy Attorney General

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20 CAROL ROMEO  
21 Deputy Attorney General  
22 Attorneys for Complainant  
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